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Attorney For Plaintiffs

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA

DAREN HEATHERLY and IRMA
 RAMIREZ,

Plaintiffs,

v.

PIZZA ORGASMICA & BREWING CO;
 TMTM Inc., A California Corporation, dba
 PIZZA ORGASMICA & BREWING CO;
 GALE B. FISHER TRUSTEE of the GALE
 B. FISHER TRUST Dated April 17, 1997;
 KEITH HENKE and JACQUELYN
 HENKE, TRUSTEES of the HENKE
 FAMILY REVOCABLE TRUST dated
 January 29, 2001; ROBERT JOHN
 PETERSEN, in trust, as TRUSTEE of the
 ROBERT JOHN PETERSEN TRUST
 under the JOHANNES PETERSEN and M.
 GWENDOLYN PETERSEN
 REVOCABLE INTER VIVOS TRUST
 dated July 28, 1971 2001; ALAN MOORE
 PETERSEN, IN TRUST, as TRUSTEE of
 the ALAN MOORE PETERSEN TRUST
 under the JOHANNES PETERSEN and M.
 GWENDOLYN PETERSEN
 REVOCABLE INTER VIVOS TRUST
 dated July 28, 1971 2001; BARBARA
 MAY SPARROW SUCCESSOR
 TRUSTEE of the SPARROW FAMILY
 TRUST Dated February 21, 1989.

Defendants.

CASE NO. 3:15-cv-04691-KAW

**STIPULATION OF DISMISSAL AND
~~[PROPOSED]~~ ORDER THEREON**

1 The parties, by and through their respective counsel, stipulate to dismissal of this action
 2 in its entirety with prejudice pursuant to Fed.R.Civ.P.41(a)(2). Outside of the terms of the
 3 Settlement Agreement and General Release (“Agreement”) herein, each party is to bear its own
 4 costs and attorneys’ fees. The parties further consent to and request that the Court retain
 5 jurisdiction over enforcement of the Agreement. *See Kokonen v. Guardian Life Ins. Co.*, 511
 6 U.S. 375 (1994) (empowering the district courts to retain jurisdiction over enforcement of
 7 settlement agreements).

8 Therefore, IT IS HEREBY STIPULATED by and between parties to this action through
 9 their designated counsel that the above-captioned action become and hereby is dismissed with
 10 prejudice pursuant to Federal Rules of Civil Procedure 41(a)(2).

11 This stipulation may be executed in counterparts, all of which together shall constitute
 12 one original document.

13
 14 Dated: September 22, 2016

THOMAS E. FRANKOVICH
 A PROFESSIONAL LAW CORPORATION

15
 16 By: /s/ Thomas E Frankovich

17 Attorney for Plaintiffs IRMA RAMIREZ and
 18 DAREN HEATHERLY

19
 20 Dated: September 22, 2016

SARA B. ALLMAN

21
 22 By: /s/ Sara B. Allman

23 Attorney for Defendants TMTM, INC., dba PIZZA
 24 ORGASMICA & BREWING CO.

Dated: September 22, 2016

NEIL JEROME MORAN
THE FREITAS LAW FIRM, LLP

By: /s/ Neil Jerome Moran

Attorney for Defendants GALE B. FISHER
TRUSTEE of the GALE B. FISHER TRUST Dated
April 17, 1997; KEITH HENKE and JACQUELYN
HENKE, TRUSTEES of the HENKE FAMILY
REVOCABLE TRUST dated January 29, 2001;
ROBERT JOHN PETERSEN, in trust, as
TRUSTEE of the ROBERT JOHN PETERSEN
TRUST under the JOHANNES PETERSEN and M.
GWENDOLYN PETERSEN REVOCABLE
INTER VIVOS TRUST dated July 28, 1971 2001;
ALAN MOORE PETERSEN, IN TRUST, as
TRUSTEE of the ALAN MOORE PETERSEN
TRUST under the JOHANNES PETERSEN and M.
GWENDOLYN PETERSEN REVOCABLE
INTER VIVOS TRUST dated July 28, 1971 2001;
BARBARA MAY SPARROW SUCCESSOR
TRUSTEE of the SPARROW FAMILY TRUST

ORDER

IT IS HEREBY ORDERED that this matter is dismissed with prejudice pursuant to
Fed.R.Civ.P.41(a)(2). IT IS FURTHER ORDERED that the Court shall retain jurisdiction for
the purpose of enforcing the parties' Settlement Agreement and General Release should such
enforcement be necessary

Dated: 9/26/16,


Honorable Kandis A. Westmore
United States Magistrate Judge